

SUPPLEMENTAL AGREEMENT

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INTERSTATE COMMERCE COMMISSION

THIS SUPPLEMENTAL AGREEMENT dated as of February 4, 1981, is by and between Bank of America National Trust and Saving Association (hereinafter called the "Trustee") and Evans Railcar Leasing Company, an Illinois corporation (hereinafter called the "Company").

WITNESSETH, that:

WHEREAS, the Trustee and the Company have executed and delivered with and to each other that certain Equipment Trust Agreement dated as of November 1, 1974, (hereinafter called the "Agreement"); and

WHEREAS, the Agreement was recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. § 11303 and assigned Recordation No. 7727; and

WHEREAS, pursuant to Section 4.06 of the Agreement, the Company has or will have requested the Trustee to pay over to the Company an amount in cash deposited with the Trustee on account of Destroyed Equipment (as hereinafter defined) as required by Section 4.08 of the Agreement and has or will have sold, assigned and transferred to the Trustee in substitution therefore Substitute Equipment (as hereinafter defined); and

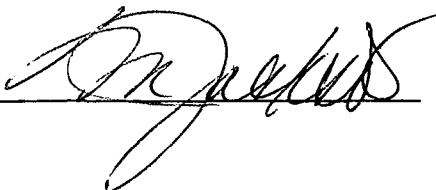
WHEREAS, the Company and the Trustee desire to modify and amend the Agreement to release and delete therefrom the Destroyed Equipment and to encumber thereby and substitute therefor the Substitute Equipment.

NOW, THEREFORE, in consideration of the promises, covenants and agreements hereinafter set forth, it is agreed by and between the parties hereto that:


1. The Agreement is hereby amended by releasing from the lien thereof and deleting from Schedule A thereof, the units of Trust Equipment (herein called "Destroyed Equipment") described in Exhibit A hereto.
2. The Agreement is hereby amended by subjecting to the lien thereof and adding to Schedule A thereof, the units of Equipment (herein called "Substitute Equipment") described in Exhibit B hereto.
3. The Company will mark or cause to be marked the Substitute Equipment as provided in Section 4.07 of the Agreement.
4. The terms "Equipment" and "Trust Equipment" as used in the Agreement shall hereafter, for all purposes, include the Substitute Equipment and shall not hereafter include the Destroyed Equipment.
5. The Company will promptly cause this Supplemental Agreement for the Substitute Equipment to be filed and recorded in accordance with 49 U.S.C. § 11303.
6. Except as amended and supplemented hereby, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this
Supplemental Agreement to be duly executed as of the February
4, 1981.

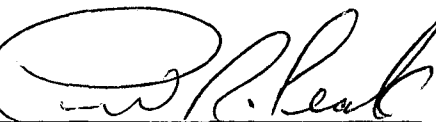
BANK OF AMERICA TRUST AND
SAVINGS ASSOCIATION

By 

ATTEST:


Assistant Secretary

EVANS RAILCAR LEASING
COMPANY

By 

ATTEST:


Assistant Secretary

EXHIBIT A

Series 8 Destroyed Equipment

<u>Number of Cars</u>	<u>Description of Equipment</u>	<u>Car Reporting Marks</u>
5	4750 c.f. 100-ton Cov. Hop.	USLX 5651, 7560 USLX 7566, 7576, 7577
4	52'5" Insulated Box Car	LNAC 5132, 5146 USLX 13077 USLX 10536

EXHIBIT B

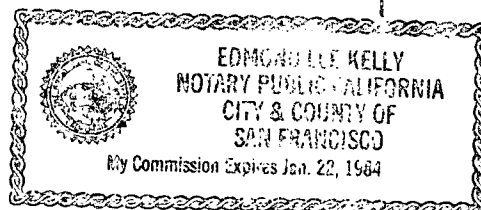
Series 8 Substitute Equipment

<u>Number of Cars</u>	<u>Description of Equipment</u>	<u>Car Reporting Marks</u>
7	100-ton 4780 c.f. Cov. Hop.	USLX 26756-26760 USLX 26749-26750

STATE OF California
CITY AND COUNTY OF San Francisco

On this 18th day of January, 1981, before me personally appeared M. Jackson and M. J. BARRETT, to me personally known, who, being by me duly sworn, say that they are a ~~Vice President~~ TRUST OFFICER and an Assistant Secretary, respectively, of BANK OF AMERICA TRUST AND SAVING ASSOCIATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Edmond L. Kelly
Notary Public



STATE OF ILLINOIS
COUNTY OF COOK

On this 4th day of February, 1981, before me personally appeared Paul R. Leak and Thomas L. Schoenbeck, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively of EVANS RAILCAR LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rita M. Kute
Notary Public

My Commission Expires June 13, 1983

STATE OF ILLINOIS

COUNTY OF COOK

On this 4th day of February, 1981, before me personally appeared Paul R. Leak, and Thomas L. Schoenbeck, to me personally known, who, being by me duly sworn, say that they are Vice President and Assistant Secretary, respectively of EVANS TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rita M Kuta
Notary Public

My Commission Expires June 13, 1983